



Pepsi Max Text to Win Terms and Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

- 1. The Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA.
- 2. The Supplier:** Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4TZ. Registered in England No. 517211.
- 3. Eligibility:** This prize promotion is open to UK (England, Wales, Scotland and Northern Ireland) residents aged 18 years or over excluding employees and their immediate families of The Promoter, The Supplier, associated agents or anyone professionally connected with the prize promotion.
- 4. Promotional Period:** The prize promotion opens at 00:00 on 25th October 2022 and closes at 23:59 on 15th November 2022.
- 5. Entry Instructions:** To enter, text FOOTY or FOOTY1 or FOOTY4 or FOOTY5 followed by a space, and your full name and postcode to 60110. Entries may only be submitted via text.
- 6.** Please note that the promotion appears cross-media with 4 different keywords, but there is only one prize pool.
- 7.** Participants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at network provider's standard network rate, but there is no charge to the participant for the returned bounce back text message. Texts are not usually included in any text inclusive packages, please check with your network provider if you are

not sure of your standard network rate. Users on virtual mobile networks may not be able to text the short code. Please check with your network provider. Text lines are open 24 hours until 23:59 on the closing date. Ask the bill payer before texting. If you text after the closing date, you will not be entered but you will be charged. Take care when entering the text code; the Promoter is not responsible for mistypes and you may be charged at a higher rate. If you are unable to send a text, please check with your network operator first. For technical issues only, call 0333 335 3351 between Monday and Friday from 9.30am to 5pm excluding public holidays. The Promoter does not accept responsibility for entries or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control.

- 8.** Entry will be confirmed with a 'Thank You' message response. There is no charge to the participant for this message.
- 9.** Entry is by text only. Only one entry per person during the promotional period. For the avoidance of doubt only one unique mobile number will be accepted per person, and a person can use this mobile number to enter only once. Any entrant using multiple mobile numbers to enter the promotion will be disqualified and any prize entitlement will be void. A mobile number can only be used by one person and it cannot be shared within a household.
- 10.** No third party or bulk entries. Entries via third parties, consumer groups or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes apparent that either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple mobile phone numbers; using multiple postal addresses; acting fraudulently or dishonestly in the opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's or a household's entries or otherwise acting in violation of these terms, these participants and their household will be disqualified, and any prize entitlement will be void.
- 11.** Proof of purchase will not be accepted as proof of entry. No responsibility can be accepted for entries that are incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.

12. Prize Fund: There are 20 prizes, each consisting of 2x general admission tickets to a UEFA Champions League Round of 16 match in February or March 2023 at a UK venue.

Tickets will be randomly pre-allocated, there is no choice of seating, match, date, team or venue.

Prize also includes a £500 contribution towards travel/accommodation. This can be provided either as a cheque or to a UK bank account in the name of the winner, and will be organised within 45 days of acceptance.

As of 07.10.22, group stage matches are still taking place. In the event that no UK teams are qualified for the Round of 16, the Supplier will provide a cash equivalent for the ticket element of the prize to the total value of £140 per winner. Each winner will also still receive the £500 contribution.

Please note that whilst general admission ticket costs vary from venue to venue, with some venue tickets potentially valued at less than £70 each, the compensation value of the ticket element of the prize will regardless be £140 total. The compensation value will only be provided in the event no UK teams are qualified for the Round of 16.

13. Covid-19: The Promoter/Supplier shall not be liable in any way for its inability to meet these timeframes in the event of any national or local lockdowns, or any circumstances resulting from Covid-19, which affect the prize delivery supply chain. Should Covid-19 affect the ability to meet these deadlines, the Promoter/Supplier will fulfil its obligations as soon as it is reasonably possible.

14. Only one prize per household.

15. Winner Selection: The winners will be drawn using a random number generator within 7 days of the closing date.

16. Winner Notification: Winners will be notified by text within 7 days of the closing date. It is the responsibility of the participant to ensure that they respond to the winner notification,

by emailing the address provided at the point of notification. Winners will have 7 days to accept the prize. Winners who do not respond within the initial 4 days, will be phoned or texted again and given a further 3 days to respond. If contact cannot be made, or the prize is not claimed, within 7 days of the initial prize notification date an alternative winner will be drawn. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

- 17. General:** The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.
- 18.** The Promoter's decision is final and binding. No correspondence will be entered into.
- 19.** The prize must be accepted as offered by the named winners. There is no cash or alternative prize, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.
- 20.** The Supplier reserves the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary
- 21.** We reserve the right to verify the winners and ask for proof of identity, age and address and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.
- 22.** The Promoter reserves the right, at its sole discretion, to eliminate or disqualify any entries or entrants that it regards as being in breach of these terms and conditions or the spirit of the Promotion. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.
- 23.** Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these

terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.

- 24.** The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, winner notifications or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies.
- 25.** The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Promotion in the event of any unforeseen circumstances or technical reason outside its reasonable control, with no liability to any entrants or third parties but will use all reasonable endeavours to avoid consumer disappointment. Such circumstances include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Promoter. The Supplier bears sole responsibility for supply of the prize and Tesco cannot be held responsible for any claims relating to the prizes.
- 26.** For the avoidance of doubt, Britvic Soft Drinks Limited and each of its respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, members, representatives and employees will have no liability or responsibility for any claim arising out of or in connection with participation in this promotion or any prize awarded, except for any liability that cannot be excluded by law. By entering this prize draw, you acknowledge and accept that Tesco Stores Ltd is the sole promoter in relation to the prize draw.
- 27.** The application and interpretation of these terms and conditions shall be governed by the law of England and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.
- 28.** Your data will be passed onto a third-party fulfilment service provider for the purposes of administering the prize and with Dunnhumby Limited for quantitative research purposes only. The surname and county of the winners will be made available to anyone who requests them by emailing Footy@tescoprizes.com within 1 month of the closing date. Participants may request their surname and county is not published in the event they win by emailing Footy@tescoprizes.com before the closing date. Your details will not be passed onto any

third party for any other purpose without prior consent. This data will be kept secure and in accordance with the requirements of the Data Protection Act. Entrants' personal data will be used and held in accordance with the Promoter's Privacy Policy

<https://www.tesco.com/help/privacy-and-cookies/privacy-centre/privacy-policy-information/privacy-policy/>.